

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE NORTHERN DISTRICT OF ALABAMA  
NORTHERN DIVISION**

<b>IN RE:</b>	)	
	)	
<b>BELLE FOODS, LLC,</b>	)	<b>Chapter 11</b>
	)	<b>Case No. 13-81963-JAC11</b>
<b>Debtor.</b>	)	

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**DEBTOR'S MOTION TO APPROVE  
ABANDONMENT OF CERTAIN PERSONAL PROPERTY**

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**COMES NOW**, Belle Foods, LLC (“Belle Foods” or “Debtor”), as debtor and debtor in possession, and, pursuant to 11 U.S.C. § 554(a), moves this Court to approve Debtor’s abandonment of its interest in a motor vehicle in which Debtor has no equity. In support of this Motion, Debtor states as follows:

**JURISDICTION AND VENUE**

1. On July 1, 2013 (the “Petition Date”), Debtor filed a voluntary petition for relief under chapter 11 of the Bankruptcy Code with the Clerk of this Court. Debtor continues to operate its businesses and manage its properties as a debtor in possession pursuant to §§ 1107(a) and 1108.

2. This Court has jurisdiction over this Motion pursuant to 28 U.S.C. §§ 157 and 1334. This is a core proceeding pursuant to 28 U.S.C. § 157(b). Venue of Debtor's chapter 11 cases and this Motion in this district is proper pursuant to 28 U.S.C. §§ 1408 and 1409.

**FACTUAL BACKGROUND**

3. Debtor owns an interest in a 2012 Chrysler Town & Country Minivan, VIN 2C4RC1CG5CR266878 (the “Vehicle”). The Certificate of Title for the Vehicle lists “Belle

Foods LLC or White Jeffrey D” as the owners of the Vehicle. A true and correct copy of the Certificate of Title is attached hereto as Exhibit “A.”

4. In order to purchase the Vehicle, Debtor obtained a loan from Hendrick Chrysler Dodge Jeep (“Seller”) in the amount of \$40,537.41, which loan is evidenced by that certain Retail Installment Sale Contract entered into by and between Debtor, Jeffrey White, and Seller on or about March 9, 2012 (the “Contract”). A true and correct copy of the Contract is attached hereto as Exhibit “B.”

5. Seller’s interest in the Contract was assigned to BBVA Compass. BBVA Compass has a first priority security interest on the Vehicle pursuant to the Contract, which security interest was perfected by virtue of BBVA Compass being listed as the first lienholder on the Certificate of Title.

6. Debtor’s obligations to BBVA Compass under the Contract exceed the value of the Vehicle by approximately \$6,000.00.

7. The Vehicle provides no value to Debtor’s estate, and Debtor has determined that it is in the best interests of its estate and creditors to abandon its interest in the Vehicle.

#### **RELIEF REQUESTED**

8. Debtor has determined it is in its best interests and the best interests of its creditors to sell all or substantially all of its property. To that end, Debtor has begun liquidating certain property that does not provide any value to its estate.

9. The Vehicle does not provide any value to Debtor’s estate, and Debtor has examined the best options to liquidate the Vehicle for the benefit of its creditors. However, Debtor does not have any equity in the Vehicle, and Debtor has determined to abandon its interest in the Vehicle.

10. Given that the Vehicle is burdensome and of inconsequential value to its estate, Debtor requests that the Court (i) authorize Debtor to abandon its interest in the Vehicle to Jeffrey D. White immediately upon entry of an order by the Court approving such abandonment; (ii) direct that Debtor be removed from the Certificate of Title as an owner of the Vehicle; (iii) hold that Jeffrey D. White be deemed the sole owner of the Vehicle and that Jeffrey D. White shall be solely responsible for the obligations under the Contract; and (iv) holding that no claim for a deficiency or otherwise may be asserted against Debtor under the Contract.

**WHEREFORE** Debtor respectfully requests that the Court enter an Order granting this Motion, and for such other and further relief as this Court deems just and appropriate.

/s/ Brent W. Dorner  
D. Christopher Carson  
Marc P. Solomon  
Brent W. Dorner

Attorneys for Debtor  
BELLE FOODS, LLC

**OF COUNSEL:**  
BURR & FORMAN LLP  
420 North 20th Street, Suite 3400  
Birmingham, Alabama 35203  
Telephone: (205) 251-3000  
Facsimile: (205) 458-5100

**EXHIBIT “A”**

770058700967-00



STATE OF  
**ALABAMA**  
DEPARTMENT OF REVENUE

**CERTIFICATE OF TITLE FOR A VEHICLE**

TITLE NO.	VEHICLE IDENTIFICATION NUMBER	TRANS. CODE	DATE ISSUED	
45567085	2C4RC1CG5CR266878	01	04/12/2012	=====
YR. MODEL	MAKE	MODEL	BODY TYPE	PREV AL TITLE NO.
2012	CHRY.		VA	=====
CYL	NEW	USED	DEMO	PURCHASE DATE
06	XX			03/09/2012
				NO. LIENS
				1
				COLOR
				GRY
				ODOMETER
				000064

NAME(S) AND MAILING ADDRESS OF OWNER(S)

BELLE FOODS LLC OR WHITE JEFFREY D  
800 LAKESHORE PARKWAY  
BIRMINGHAM AL 35209

MAIL TO

5.372 / 3.116

BBVA COMPASS  
PO BOX 830939  
BIRMINGHAM AL 35283-0939

RESIDENT ADDRESS IF DIFFERENT



LEGEND(S) ODOMETER READING IS THE ACTUAL MILEAGE

RELEASE OF LIEN  
The holder of Lien on the vehicle described in this Certificate does hereby state that the lien described in said Certificate of Title is released and discharged.

First Lienholder

1ST LIENHOLDER'S NAME, ADDRESS AND LIEN DATE 03/09/2012

BBVA COMPASS  
PO BOX 830939  
BIRMINGHAM AL 35283

By \_\_\_\_\_  
Signature of Authorized Agent

Date \_\_\_\_\_

2ND LIENHOLDER'S NAME, ADDRESS AND LIEN DATE

Second Lienholder

By \_\_\_\_\_  
Signature of Authorized Agent

Date \_\_\_\_\_



CONTROL NUMBER

41187928

This certificate serves as an official document of the Department of Revenue and prima facie evidence that an application for certificate of title has been made for the vehicle described herein, pursuant to the provisions of the Motor Vehicle laws of this state, and the applicant named on the face hereof has been duly recorded as the lawful owner of the vehicle so described. Further, the said vehicle is subject to the security interest by liens shown hereon, if any. But, said described vehicle may be subject to a mechanic's lien or a lien given by statute to the United States, this State or any political subdivision of this State or other encumbrances not required to be filed with this Department.

KEEP IN A SAFE PLACE - ANY ALTERATION OR ERASURE VOIDS THIS TITLE

HOLD TO LIGHT TO VIEW WATERMARK

HOLD TO LIGHT TO VIEW WATERMARK

FEDERAL and State Law requires that you state the mileage in connection with transfer of ownership. Failure to complete ODOMETER STATEMENT OR providing a FALSE STATEMENT may result in fines and/or imprisonment.

**\*\*\* NOTICE: ANY ALTERATION OR ERASURE VOIDS THE ASSIGNMENT and all assignments that follow\*\*\***

- **ASSIGNMENT OF TITLE BY REGISTERED OWNER** (not valid unless completed in full)-I/we warrant this Title and certify that the vehicle described herein has been transferred on \_\_\_\_\_ to the following:

Buyer(s)- \_\_\_\_\_ Address- \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

- ▶ ODOMETER READING ☐ NO TENTHS ☐ **CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK** ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage. **WARNING-ODOMETER DISCREPANCY**

SIGNATURE(S): of Buyer(s)-X \_\_\_\_\_ of Seller(s)-X \_\_\_\_\_

PRINTED NAME(S): of Buyer(s)- \_\_\_\_\_ of Seller(s)- \_\_\_\_\_

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") \* \* \* \* \*

NAME OF 1st LIENHOLDER: \_\_\_\_\_

ADDRESS OF 1st LIENHOLDER: \_\_\_\_\_

- **FIRST RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No.** \_\_\_\_\_  
I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s)- \_\_\_\_\_ Address- \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

- ▶ ODOMETER READING ☐ NO TENTHS ☐ **CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK** ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage. **WARNING-ODOMETER DISCREPANCY**  Date of Sale

SIGNATURE(S): of Buyer(s)-X \_\_\_\_\_ of Seller(s)-X \_\_\_\_\_

PRINTED NAME: of Buyer(s)- \_\_\_\_\_ of Seller(s)- \_\_\_\_\_

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") \* \* \* \* \*

NAME OF 1st LIENHOLDER: \_\_\_\_\_

ADDRESS OF 1st LIENHOLDER: \_\_\_\_\_

- **SECOND RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No.** \_\_\_\_\_  
I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s)- \_\_\_\_\_ Address- \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

- ▶ ODOMETER READING ☐ NO TENTHS ☐ **CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK** ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage. **WARNING-ODOMETER DISCREPANCY**  Date of Sale

SIGNATURE(S): of Buyer(s)-X \_\_\_\_\_ of Seller(s)-X \_\_\_\_\_

PRINTED NAME: of Buyer(s)- \_\_\_\_\_ of Seller(s)- \_\_\_\_\_

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") \* \* \* \* \*

NAME OF 1st LIENHOLDER: \_\_\_\_\_

ADDRESS OF 1st LIENHOLDER: \_\_\_\_\_

- **THIRD RE-ASSIGNMENT BY LICENSED DEALER • SELLING DEALER'S STATE Lic. No.** \_\_\_\_\_  
I/we warrant this Title and certify that the vehicle described herein has been transferred to the following:

Buyer(s)- \_\_\_\_\_ Address- \_\_\_\_\_

I certify to the best of my knowledge that the ODOMETER READING is the ACTUAL MILEAGE of the vehicle unless one of the following statements is checked:

- ▶ ODOMETER READING ☐ NO TENTHS ☐ **CAUTION: READ CAREFULLY BEFORE YOU CHECK A BLOCK** ☐ 1. The mileage stated is in excess of its mechanical limits. ☐ 2. The odometer reading is not the Actual Mileage. **WARNING-ODOMETER DISCREPANCY**  Date of Sale

SIGNATURE(S): of Buyer(s)-X \_\_\_\_\_ of Seller(s)-X \_\_\_\_\_

PRINTED NAME: of Buyer(s)- \_\_\_\_\_ of Seller(s)- \_\_\_\_\_

LIENHOLDER TO BE RECORDED AND SHOWN ON NEW TITLE: (IF NONE, STATE "NONE") \* \* \* \* \*

NAME OF 1st LIENHOLDER: \_\_\_\_\_

ADDRESS OF 1st LIENHOLDER: \_\_\_\_\_

**EXHIBIT “B”**

RETAIL INSTALLMENT SALE CONTRACT  
SIMPLE FINANCE CHARGE

Dealer Number

Contract Number

3445315

58700967

Buyer Name and Address (Including County and Zip Code) BELL FOODS LLC 888 LAKESHORE PKWY BIRMINGHAM AL 35289 JEFFERSON	Co-Buyer Name and Address (Including County and Zip Code) JEFFREY WHITE 888 LAKESHORE PKWY BIRMINGHAM AL 35289 JEFFERSON	Creditor-Seller (Name and Address) HENDRICK CHRYSLER DODGE JEEP 1624 MONTGOMERY HWY MOOVER AL 35216 JEFFERSON
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You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor - Seller (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the schedule below. We will figure your finance charge on a daily basis. The Truth-in-Lending Disclosures below are part of this contract.

New/Used/Other	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
NEW	2012	CHRYSLER TOWN & COUNTRY	2C4RC1CG5CR266878	personal, family or household <input type="checkbox"/> business <input type="checkbox"/> agriculture

FEDERAL TRUTH-IN-LENDING DISCLOSURES				
ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
6.64 %	\$ 856.75	\$ 48537.41	\$ 49394.16	\$ 1580.00
The cost of your credit as a yearly rate. The dollar amount of credit provided to you or on your behalf. The total cost of your purchase on credit, including your down payment of \$ 1580.00. The total cost of your purchase on credit, including your down payment of \$ 1580.00.				
Your Payment Schedule Will Be:				
Number of Payments	Amount of Payments	When Payments Are Due		
72	\$ 686.83	Monthly beginning 8/23/2012		
Or As Follows:				
Late Charge. If payment is not received in full within 10 days after it is due, you will pay a late charge of \$ 10.00 or 5 % of the part of the payment that is late, whichever is greater, not to exceed \$100.00.				
Prepayment. If you pay off all your debt early, you will not have to pay a penalty.				
Security Interest. You are giving a security interest in the vehicle being purchased.				
Additional Information: See this contract for more information including information about nonpayment, default, any required payment in full before the scheduled date and security interest.				

ITEMIZATION OF AMOUNT FINANCED	
1. Cash Price (including \$ 1391.96 sales tax)	\$ 38011.96 (1)
2. Total Downpayment	\$ 1580.00 (2)
Trade-In (Year) (Make) (Model)	
Gross Trade-In Allowance	\$ N/A
Less Pay Off Made By Seller	\$ N/A
Excludes Net Trade-In	\$ N/A
+ Cash	\$ N/A
+ MFG. REBATES	\$ 1580.00
(If total downpayment is negative, enter "0" and see 4f below)	\$ 1580.00 (2)
3. Unpaid Balance of Cash Price (1 minus 2)	\$ 36511.96 (3)
4. Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts):	
A. Cost of Optional Credit Insurance Paid to Insurance Company or Companies	\$ N/A
Liability	\$ N/A
Disability	\$ N/A
B. Other Optional Insurance Paid to Insurance Company or Companies	\$ N/A
C. Optional Gap Contract	\$ 686.83
D. Official Fees Paid to Government Agencies	\$ N/A
E. Government Taxes Not Included in Cash Price	\$ N/A
F. Government License and/or Registration Fees	\$ N/A
G. Government Certificate of Title Fees	\$ 16.50
H. Other Charges (Seller must identify who is paid and describe purpose)	
to N/A for Prior Credit or Lease Balance	\$ N/A
to HENDAG INC. for SVC CONTRACT	\$ 2516.88
to HENDRICK CHRYSLER DLR ADMINISTRATIVE	\$ 499.88
to HENDAG INC. for MAINT CONTRACT	\$ 199.95
to N/A for N/A	\$ N/A
to N/A for N/A	\$ N/A
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 4825.45 (4)
5. Amount Financed (3 + 4)	\$ 48537.41 (5)

OPTIONAL GAP CONTRACT: A gap contract (which cancellation contract) is not required to obtain credit and will not be provided unless you sign below and agree to pay the sales charge. If you choose to buy a gap contract, this charge is shown in Item 4C of the Itemization of Amount Financed. See your gap contract for details on the terms and conditions it provides. It is a part of this contract.

Term 72 Mos. HENDAG INC. Name of Gap Contract

I want to buy a gap contract. Buyer Sign X *[Signature]*

OPTION: ☐ You pay no finance charge if the Amount Financed, Item 5, is paid in full on or before N/A Year. SELLER'S INITIALS

NO COOLING OFF PERIOD  
State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales.

The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. The contract contains the entire agreement between you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X *[Signature]* Co-Buyer Signs X *[Signature]*

NOTICE TO RETAIL BUYER: Do not sign this contract in blank. You are entitled to a copy of the contract at the time you sign. Keep it to protect your legal rights.

You agree to the terms of this contract and any dispute resolution agreement you signed with this contract. You confirm that before you signed this contract and any dispute resolution agreement, we gave them to you, and you were free to take them and review them. You acknowledge that you have read both sides of this contract, including the arbitration clause on the reverse side, before signing below. You confirm that you received a completely filled-in copy of these documents when you signed them.

CAUTION - IT IS IMPORTANT THAT YOU THOROUGHLY READ THE CONTRACT BEFORE YOU SIGN IT.

Buyer Signs X *[Signature]* Co-Buyer Signs X *[Signature]* Date 8/23/09/12

Co-Buyers and Other Owners - A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The other owner agrees to the security interest in the vehicle given to us in this contract.

Other owner signs here X *[Signature]* Address *[Address]*

Seller signs *[Signature]* Date 8/23/09/12

Seller assigns its interest in this contract to BBVA COMPASS (Assigned) under the terms of Seller's agreement(s) with Assignee.

☐ Assigned with recourse ☒ Assigned without recourse ☐ Assigned with limited recourse

HENDRICK CHRYSLER DODGE JEEP *[Signature]* Date *[Date]*

Seller By *[Signature]*

BUYER FORM NO. 833-AI-478 4/08 (A-1) PRINTED ON 100% RECYCLED PAPER

ORIGINAL LIENHOLDER



# OTHER IMPORTANT AGREEMENTS

## 1. FINANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid part of the Amount Financed.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on the front of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- Your right to refinance a balloon payment. A balloon payment is a scheduled payment that is more than one and one-half times as large as the average of your earlier scheduled payments. If you are buying the vehicle primarily for personal, family, or household use, you have the right to refinance the balloon payment when it is due without penalty. You may refinance on terms no less favorable to you than the terms of this contract. This provision does not apply if we adjusted your payment schedule to your seasonal or irregular income.

## 2. YOUR OTHER PROMISES TO US

- If the vehicle is damaged, destroyed, or missing. You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing.
- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, neglect, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security interest. You give us a security interest in:
  - The vehicle and all parts or goods put on it;
  - All money or goods received (proceeds) for the vehicle;
  - All insurance, maintenance, service, or other contracts we finance for you; and
  - All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refund of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle.

- Insurance you must have on the vehicle. You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium of the insurance and a finance charge equal to the Annual Percentage Rate shown on the front of this contract or, at our option, the highest rate the law permits. If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.
- What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, you agree that we may subtract the refund from what you owe.

## 3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

- You may owe late charges. You will pay a late charge on each late payment as shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments.

**NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS THEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.**

The preceding NOTICE applies only if the "personal, family or household" box in the "Primary Use for Which Purchased" section of this contract is checked. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

## ARBITRATION CLAUSE

### PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Clause, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Clause shall not apply to such claim or dispute. Any claim or dispute to be arbitrated by a large arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose one of the following arbitration organizations and its applicable rules: the National Arbitration Forum, Box 50191, Minneapolis, MN 55405-0191 ([www.nafdispute.com](http://www.nafdispute.com)), the American Arbitration Association, 335 Madison Ave., Floor 10, New York, NY 10017-4625 ([www.adr.org](http://www.adr.org)), or any other organization that you may choose subject to our approval. You may get a copy of the rules of these organizations by contacting the arbitration organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law in making an award. The arbitration hearing shall be conducted in the federal district in which you reside unless the Creditor-Seller is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will advance your filing, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$2500, which may be recovered by decision of the arbitrator at the arbitrator's discretion. Each party shall be responsible for its own attorney's fees and costs, except that the arbitrator may award by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Clause, then the provisions of this Arbitration Clause shall control. The arbitrator's award shall be final and binding on all parties, except that in the event the arbitrator's award for a party is \$0 or exceeds a party's net worth of \$100,000, or includes an award of injunctive relief against a party, that party may request a new arbitration under the rules of the arbitration organization by a three-arbitrator panel. The appealing party requesting new arbitration shall be responsible for the filing fee and other arbitration costs subject to a final determination by the arbitrators of a fair apportionment of costs. Any arbitration under this Arbitration Clause shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration.

You and we retain any rights to self-help remedies, such as repossession. You and we retain the right to seek remedies in small claims court for debts or claims within a court's jurisdiction, unless such actions are transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies or filing suit. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Clause shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Clause, other than waivers of class action rights, is unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Clause shall be unenforceable.

- If you pay late, we may also take the steps described below. You may have to pay all you owe at once, if you break your promises (default), we may demand that you pay all you owe on this contract at once. Default means:
  - You do not pay any payment on time;
  - You give false, incomplete, or misleading information on a credit application;
  - You start a proceeding in bankruptcy or one is started against you or your property; or
  - You break any agreements in this contract.
 The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and any amounts due because you defaulted.
- You may have to pay collection costs. If we hire an attorney to collect what you owe who is not our salaried employee and the Amount Financed exceeds \$300, you will pay the attorney's reasonable fee and court costs as the law allows. The maximum attorney's fee you will pay will be 15% of the amount you owe after default.
- We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully, and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back (redeem). We will tell you how much to pay to redeem. Your right to redeem ends when we sell the vehicle.
- We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle. We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us unless the law provides otherwise. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.
- What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

## 4. WARRANTIES SELLER DISCLAIMS

Unless the Seller makes a written warranty, or enters into a service contract within 90 days from the date of this contract, the Seller makes no warranties, express or implied, on the vehicle, and there will be no implied warranties of merchantability or of fitness for a particular purpose. This provision does not affect any warranties covering the vehicle that the vehicle manufacturer may provide.

## 5. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in this contract or sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja en efecto toda disposición en contrario contenida en el contrato de venta.

## 6. Applicable Law

Federal law and the law of the state of our address shown on the front of this contract apply to this contract.

**CERTIFICATE OF SERVICE**

I hereby certify that I have served a copy of the foregoing document on the attached Master Service List by Notice of Electronic Filing, U.S. First Class Mail or email as indicated on this the 11th day of September, 2013.

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1418 Greensboro Ave., Ste. B  
Tuscaloosa, AL 35401

Highway 69 Properties LLC  
402 17th Avenue  
Tuscaloosa, AL 35401

Multiple Properties LTD  
c/o Cummings & Associates, Inc.  
P.O. Drawer 16227  
Mobile, AL 36616-0227

Rochester-Mobile LLC and Salzman-Mobile LLC  
c/o Calkain Asset Management  
11150 Sunset Hills Rd, Ste 300  
Reston, VA 20190

Tuttle Papock Springhill, LLC  
c/o LW Cave Real Estate, Inc.  
P.O. Box 81322  
Mobile, AL 36689

Saraland Loop Road, LLC  
c/o White-Spunner & Associates, Inc.  
Dept. 5086  
P.O. Box 2153  
Birmingham, AL 35287-5086

Saraland Loop Road, LLC  
c/o White-Spunner & Associates, Inc.  
P.O. Box 7475  
Mobile, AL 36670-0475

Mount Corporation  
132 Bala Avenue  
Bala Cynwyd, PA 19004

B&D Associates II, LLC  
P.O. Box 307  
Ashburn, GA 31714-0307

BRC Dublin, LLC  
c/o Blue Ridge Capital LLC  
3715 Northside Parkway, Ste. 2-450  
Atlanta, GA 30327

Cloverdale Station Inc.  
c/o Phillips Edison & Company  
11501 Northlake Dr.  
Cincinnati, OH 45249-1669

Cloverdale Station Inc.  
5195 Paysphere Circle  
Chicago, IL 60674

Bright-Meyers Dublin Associates, LP  
c/o Fletcher Bright Company  
537 Market Street #400  
Chattanooga, TN 37402

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